

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Lease”) dated this ____ day of _____, 2022.

BETWEEN:

REGIONAL DISTRICT OF CENTRAL OKANAGAN, a regional district continued under the Local Government Act, RSBC 1996, c 323, with an address at 1450 K.L.O. Road, Kelowna, British Columbia, V1W 3Z4

(“RDCO”);

AND:

THE CLUBHOUSE CHILD CARE CENTRE, with an address at 839 Sutherland Avenue, Kelowna, British Columbia, V1Y 5X4

(“Clubhouse”);

1. DEFINITIONS

In this Lease:

(a) “**Additional Costs**” means the following operating costs:

(i) other than as otherwise set out herein, all costs and expenses from time to time incurred by or levied on the RDCO in respect of maintaining, cleaning, heating, lighting, air conditioning and ventilating the Building and fixtures and appurtenances thereof and any improvements thereto;

(ii) all utility charges from time to time levied on the Building, including but not limited to water and sewer; and

but excluding the RDCO’s required repairs as set out in paragraph 6(b) and any other items not expressly included to be the responsibility of the Clubhouse in this paragraph 1(a) or otherwise in this lease.

(b) “**Building**” means the building which is shown in yellow on Schedule A located on the Lands;

(c) “**Lands**” means the property at 4711 Raymer Road, Kelowna, BC and legally described as: Lot C, District Lot 580A SDYD Plan 1775;

(d) “**Leased Premises**” means the building and the area outlined in red on the Lands, as shown on attached Schedule A;

(e) “**MOU**” means the Memorandum of Understanding made by the parties and dated April __, 2022;

- (f) **“RDCO Bylaws”** means Regional District of Central Okanagan Bylaw No. 1427, 2018 appended hereto as Schedule B, as amended, replaced or supplemented from time to time;
- (g) **“Rent”** means the rental described in paragraph 4 herein.

2. DEMISE

In consideration of the grants, rents, and mutual covenants hereinafter reserved and contained, the RDCO does lease to the Clubhouse the Leased Premises.

3. TERM

The Clubhouse may occupy the Leased Premises from May 1, 2022 to and including April 30, 2025 (the “Term”).

4. RENT

- (a) The rent shall be the total sum of \$1.00/year.
- (b) The Clubhouse shall, upon execution of this Lease, prepay to the RDCO the rent in its entirety in the sum of \$3.00.

5. CLUBHOUSE’S COVENANTS

Clubhouse covenants with the RDCO as follows:

- (a) To pay promptly all charges for gas, electricity, internet, cable, telephone services, fuel and any other utilities supplied to or used by the Clubhouse or consumed in the Leased Premises;
- (b) To keep the Leased Premises in a neat and tidy condition and free from pests, insects and vermin and to provide the Clubhouse’s own janitorial services for maintaining the condition of the Leased Premises;
- (c) Except for repairs that are the responsibility of the RDCO as set out in this Lease, to keep and maintain in good repair the Leased Premises and all fixtures, fittings and improvements therein. From time to time the RDCO may enter and view the state of repair. Clubhouse will repair according to notice; however, failure of the RDCO to give notice shall not relieve the Clubhouse from its obligation to keep and maintain in good repair;
- (d) If the Clubhouse fails to repair in accordance with these provisions, the RDCO, its agents or employees may enter the Leased Premises and make the required repairs and for that purpose the RDCO may bring and leave upon the Leased Premises all necessary tools, materials and equipment. The RDCO shall not be liable to the Clubhouse for inconvenience, annoyance or loss of business or any injury or damages suffered by the Clubhouse by reason of the RDCO effecting such repairs, unless caused by the negligence of the RDCO, and the cost of such repairs shall be borne by the Clubhouse, who shall pay such costs to the RDCO forthwith upon demand;
- (e) To keep the Leased Premises adequately heated to prevent damage from frost or freezing;
- (f) Not to allow any waste or damage, disfiguration or injury to the Leased Premises;

- (g) Not to allow on to the Leased Premises any land fill, environmentally sensitive substances, P.C.B.'s, toxins or any other materials or substances which will or may materially affect the development, use or marketability of the Leased Premises or the Lands'
- (h) To notify the RDCO immediately if the Clubhouse becomes aware of any damage by fire or accident in the Leased Premises or any malfunctioning of any heating, electrical, plumbing, mechanical or ventilating system in the Building;
- (i) Not to make any alterations or additions to the Leased Premises without obtaining the RDCO's prior written consent, such consent not to be unreasonably withheld or delayed;
- (j) The Clubhouse shall be responsible for any loss or damage whatsoever caused to the Building owing to the leakage or escape of any water, gas or other substances from machinery or equipment installed or put therein by the Clubhouse whatsoever;
- (k) To seek approval and a permit from the RDCO for special events and gatherings outside of normal operations;
- (l) To comply at its own expense with all the requirements of federal, provincial and municipal laws and by laws relating to the Leased Premises;
- (m) Not to allow any liens to attach to the Lands;
- (n) To implement a double locking system on any gate so that each of the Clubhouse and RDCO can use their own key to open the gate(s) without the participation of the other and RDCO's access to the Leased Premises shall be on the terms and conditions set out in this Lease. RDCO shall be responsible for the cost of the double-locking system;
- (o) To deliver up the Leased Premises upon the expiry of the Term, or any renewals thereof, or such other earlier termination of this Lease;
- (p) The Clubhouse further covenants that it will not, upon expiration or sooner termination of this Lease, leave upon Leased Premises any rubbish or waste materials and will leave the Leased Premises in a clean and tidy condition;
- (q) To indemnify and save harmless the RDCO from and against any and all actions, claims, costs, expenses, damages, losses or fines incurred or suffered by the RDCO by reason of:
 - (i) any breach, violation, non-observance or non-performance by the Clubhouse of any of the Clubhouse's obligations set out in this Lease;
 - (ii) damage or injury to persons or property arising from any acts or omission of the Clubhouse or any sub tenant, agent, contractor, employee, invitee or licensee of the Clubhouse;
 - (iii) the RDCO observing, performing, exercising or enforcing any covenant, agreement, right or remedy of the RDCO hereunder.

Notwithstanding any other provision in this Lease, the parties agree that the Clubhouse shall not be responsible for any loss, damage or breach of this Lease if such event occurs as a result

of a person who is not an invitee or a person permitted by the Clubhouse to be on the Leases Premises and is not someone for whom the Clubhouse is responsible in law.

- (r) To maintain the access portion of the Leased Premises including snow removal and yard cleanup, but excluding tree maintenance described in paragraph 6(f); and
- (s) To allow RDCO unrestricted access along the road which is part of the Leased Premises for RDCO's maintenance activities in the park, provided however;
 - (i) RDCO's use of the road is reasonable and does not interfere with the Clubhouses use and enjoyment of the leased Premises.

6. RDCO'S COVENANTS

Subject to the terms and provisions of this Lease, the RDCO covenants with the Clubhouse as follows:

- (a) That provided the Clubhouse pays the Rent hereby reserved and observes and performs all the Clubhouse's obligations herein and subject to the other provisions herein contained the Clubhouse may peaceably possess and enjoy the Leased Premises for Term herein granted;
- (b) To arrange for, at the RDCO's cost, any required structural repairs to the building and to be responsible for replacement of all heating, plumbing, ventilation systems, appliances and for any repairs to any of the above which exceed \$500.00 unless such repairs are as a result of any negligence caused by the Clubhouse or the Clubhouse's invitees, or the failure of the Clubhouse to effect repairs as required in paragraph 5 of this Lease;
- (c) To pay when due all real property taxes levied on the Lands;
- (d) To erect signage around the perimeter of the Leased Premises where it borders on RDCO designated park land and at the beginning of the entranceway which signage states "Treehouse Forest Preschool. RDCO does hereby grant to the Clubhouse the right to erect signs on the Leased Premises as it sees fit which make clear that the Clubhouse has exclusive possession to the Leased Premises from 8:00 a.m. to 5:00 p.m. and that anyone entering the Leased Premises without the Clubhouse's invitation or consent will be in trespass;
- (e) Agrees to enforce to the full extent of its authority any breach by any person of the Clubhouse's exclusive and quiet possession of the Leased Premises granted under this Lease; and
- (f) To perform all tree maintenance activities within the Leased Premises on trees with a diameter of 150 mm or greater, and to provide pruning of plants in the Leased Premises, once at spring flush if required.

7. LANDLORD INSURANCE

The RDCO covenants to effect and maintain property insurance on the Building, for and against such insurable perils and in amount for which a prudent landlord would protect itself but excluding all Clubhouse's fixtures, machinery, and equipment.

8. CLUBHOUSE INSURANCE

- (a) The Clubhouse covenants to purchase and maintain in force during the Term, insurance against those risks, in such forms and amounts as the RDCO may from time to time reasonably require, including, without limitation, the following:
- (i) all risk property insurance on Clubhouse's fixtures, machinery and equipment in an amount of not less than the full replacement costs thereof;
 - (ii) commercial general liability insurance, including tenants' legal liability coverage, with limits not less than \$5,000,000.00 per occurrence;
 - (iii) Clubhouse Commercial General Liability insurance will include RDCO as an Additional Insured, with respect to liability arising out of the use and occupancy of the Leased Premises by the Clubhouse or any sub-tenant, agent, contractor, employee, invitee or licensee of the Clubhouse.
- (b) The Clubhouse shall obtain from the Insurers, undertakings to notify the RDCO in writing at least 30 days prior to any material change or cancellation thereof. The Clubhouse shall furnish the RDCO a certificate of insurance as evidence of the required coverage and shall provide written evidence of the continuation of such policies not less than 10 days prior to their expected expiry dates. The cost or premium for each and every such policy shall be paid by the Clubhouse.

9. NO EFFECT ON INSURANCE

Clubhouse covenants not to do or omit, or permit to be done or omitted, upon the Leased Premises anything whereby any policy of insurance effected by the RDCO or Clubhouse pursuant to this Lease may be invalidated, or the coverage thereunder reduced or the premium thereon may be increased.

10. USE OF LEASED PREMISES

The Clubhouse covenants to use the Leased Premises solely for the purposes described in the MOU.

11. ACCESS TO LEASED PREMISES TO REPAIR, ETC.

The RDCO shall have the right at all reasonable times to enter on the Leased Premises to effect repairs, alterations, improvements or additions to the Leased Premises or the Lands, or to preserve either of them from injury or damage. No such entry or work shall constitute an eviction of the Clubhouse.

12. LANDLORD MAY ENTER FORCIBLY

If the Clubhouse shall not be personally present to open and permit entry or does not permit entry to the Leased Premises at any time when for any reason entry therein shall be necessary or permissible, the RDCO, its agents, employees or contractors may enter the Leased Premises by a master key or forcibly without rendering the RDCO or such agents, employees or contractors liable therefor and without any manner affecting the obligation or covenants of the Clubhouse herein, The RDCO shall, however, prior to such forcible entry make reasonable efforts to contact and notify the Clubhouse.

13. NO REPRESENTATIONS

Clubhouse agrees that no representation, warranties or conditions have been made other than those expressed herein, and that no agreement collateral hereto shall be binding upon the RDCO unless in writing and signed on behalf of the RDCO.

14. DAMAGE OR DESTRUCTION

If the Leased Premises are damaged by fire or other casualty, then:

- (a) the rent, but not the Additional Costs, shall be abated in whole until such damage is repaired;
- (b) if the Leased Premises are so damaged that they are not capable of being restored to normal usage within 60 days of the occurrence of such damage, the RDCO shall forthwith advise the Clubhouse in writing (the "Damage Notice") and following such notice, both the RDCO and the Clubhouse shall have the option of terminating this Lease by giving the other written notice within 15 days of the RDCO delivering the Damage Notice to the Clubhouse. If either party so terminates the Lease, the Clubhouse shall vacate the leased Premises and surrender them to the RDCO as soon as reasonable possible and without further obligation to pay Rent but without affecting the Clubhouse's obligation to pay any outstanding Rent up to the time of such termination. If neither party terminates this Lease within the time provided herein, the RDCO shall promptly repair the Leased Premises to a standard equivalent to or superior to that which existed immediately before such damage.

15. DEFAULT OF CLUBHOUSE

If:

- (a) the Rent or any part thereof shall not be paid on the day appointed for payment whether lawfully demanded or not, and such non-payment shall continue for seven days;
- (b) there is breach or non-observance or non-performance of any of the obligations on the part of the Clubhouse to be kept, observed or performed, and such breach is not remedied or Clubhouse has not commenced action to so remedy within 10 days of Clubhouse's receipt of written notice of the breach,

then, and in every such case, it shall be lawful for the RDCO without notice to terminate this Lease.

16. NON WAIVER

No condoning, excusing or overlooking by the RDCO of any default, breach or non-observance by the Clubhouse at any time or times in respect of any obligation of the Clubhouse herein contained shall operate as a waiver of the RDCO's right hereunder in respect of any continuing or subsequent default, breach or non-observance.

17. PAYMENTS BY CLUBHOUSE

Without prejudice to any of the remedies of the RDCO herein, any money payable by the Clubhouse to the RDCO hereunder, other than the Rent referred to in paragraph 4 hereof, and without limiting the

generality of the foregoing, including all money payable under paragraph 6 hereof, shall be deemed to be Rent and shall be paid as additional rent and shall be collectable as Rent and unless otherwise provided for in this Lease shall be payable either on demand or when stated herein to be due or if so stated and arising from payments made by the RDCO, then the same shall be due and be paid with the monthly instalment of Rent following the date the payment was made by the RDCO.

18. LANDLORD MAY CURE CLUBHOUSES'S DEFAULT

If the Clubhouse shall fail to perform or cause to be performed each and every of the obligations of the Clubhouse hereunder, the RDCO shall have the right (but shall not be obligated) to perform or cause to be performed the same and all payments, expenses, costs and levies incurred or paid by the RDCO in respect thereof shall be paid to the RDCO immediately on demand.

19. NOTICE AND PAYMENTS

Any notice required by this Lease shall be given to the RDCO at its address herein set out, and to the Clubhouse at the Leased Premises. The time of receipt of such notice shall be conclusively deemed to be the third business day after they day of mailing or if delivered by hand then when delivered. Provided that nay party may, by notice to the other, from time to time designate another address to which notices shall be addressed.

20. ENTIRE AGREEMENT

The provisions herein contained and the MOU defined in paragraph 1(e) and made between the parties shall constitute the entire agreement between the parties regarding the Lands and supersede all previous communications, representations, understandings, and agreements, whether verbal or written between the parties with respect to the subject matter thereof. In the event of any conflict or discrepancy between this Lease and the Memorandum of Understanding, the terms of this Lease shall prevail.

21. HEADINGS

The headings to the paragraphs of this Lease are for convenience only and shall not constitute part of this Lease.

22. TIME

Time shall be of the essence of this Lease.

23. SUCCESSORS

All rights and liabilities herein given to or imposed upon, the respective parties hereto shall extend to and be binding on their respective heirs, executors, administrators, successors and permitted assigns.

24. INTERPRETATION

In this Lease, except where otherwise expressly provided or unless the contract otherwise requires, words importing the masculine gender include the feminine and neutral gender and vice versa and words in the singular include the plural and vice versa.

25. COUNTERPARTS/ELECTRONIC

This Lease and any certificate or other writing delivered in connection with this Lease may be executed in any number of counterparts and any party to this Lease may execute any counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts of this Lease or such other writing, as the case may be, taken together will be deemed to be one and the same instrument. The execution of this Lease or any other writing by any party will not become effective until all counterparts, as the case may be, have been executed by all the parties to this Lease. A copy of this Lease delivered by facsimile or other electronic means and bearing a copy of the signature of a party to this Lease shall for all purposes be treated and accepted as an original copy thereof.

26. TERMINATION

This Lease may be terminated by either party on not less than 90 days' notice to the other.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set out above.

REGIONAL DISTRICT OF CENTRAL OKANAGAN

By: _____
Name:
Title:

By: _____
Name:
Title:

THE CLUBHOUSE CHILD CARE CENTRE

By: _____
Name:
Title:

By: _____
Name:
Title:



Woodhaven Nature Conservancy Regional Park

Raymer Road

Parking Area





Leased Premises
Area = 0.0906 ha (906 sq.m.)

Building

Fenced Area

Proposed Fence & Gate
(1 vehicle & 1 pedestrian)
Fence Length = 86.0 m

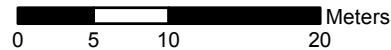
Legend

-  Park Boundary
-  Parks Trails
-  BonaparteCrk
-  Leased Premises

SCHEDULE A

WOODHAVEN NATURE CONSERVANCY REGIONAL PARK
4711 Raymer Road

1:500



Jan.28, 2019

REGIONAL DISTRICT OF CENTRAL OKANAGAN

BYLAW NO. 1427

A bylaw to regulate the use of regional parks

WHEREAS the Regional District of Central Okanagan wishes to adopt a bylaw to regulate the use of regional parks;

NOW THEREFORE THE REGIONAL BOARD OF THE REGIONAL DISTRICT OF CENTRAL OKANAGAN, IN OPEN MEETING ASSEMBLED, ENACTS AS FOLLOWS:

1. DEFINITIONS

In this bylaw, unless the context requires otherwise, the following definitions apply:

Animal includes a mammal, reptile, amphibian, bird, fish or insect as defined in the *Wildlife Act*;

Beach means the areas designated as beaches in a regional park;

Regional Board means the Regional Board Directors of the Regional District of Central Okanagan;

Business includes any trade, industry, employment, occupation, activity or special event carried on in a park for profit, gain, fundraising or commercial promotion, and includes an undertaking carried on in a park by a charitable organization, or by an organization or individual on a non-profit basis;

Bylaw officer means any person designated by the Regional District of Central Okanagan to administer and enforce this Bylaw, the *Community Charter* and the *Local Government Act*, and includes any employee, servant, agent, or contractor appointed by the Board to assist in carrying out the provisions of this bylaw;

Contaminants includes any explosives, radioactive materials, asbestos materials, ureaformaldehyde, chlorobiphenyls, hydrocarbon contaminants, underground tanks, pollutants, contaminants, hazards, corrosive or toxic substances, special waste or waste of any kind or any other substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or release into the environment of which is prohibited, controlled, regulated or licensed under environmental laws;

Cycle includes a device having any number of wheels that is propelled by human power and on which a person may ride and includes a motor assisted cycle, but does not include a skateboard, roller skates or in-line roller skates;

Dog means an animal of the canine species including dog-wolf and dog-coyote hybrids;

Domestic waste includes garbage, trash, refuse, cans, bottles, papers, ashes, cuttings, or other waste of any kind that is not generated by an individual in connection with reasonable park use;

Environmental laws means any and all enactments of any federal, provincial, municipal or other governmental authority, now or hereafter in force with respect to contamination or pollution of the environment, or goods or substances that, if discharged into the environment, could cause material harm to the natural environment or its ecosystems;

Firearm includes any gun using, as a propellant, compressed air, explosives or gas;

Leash means a leash with a fixed total length of 2 metres or less;

Liquor includes beer, wine, spirits or other product that is intended for human consumption and that contains more than 1% alcohol by volume as defined by the *Liquor Control and Licensing Act*;

Motor assisted cycle means a motor assisted cycle as defined by the *Motor Vehicle Act* and Motor Assisted Cycle Regulation;

Motor Vehicle means a vehicle, not run on rails, that is designed to be self-propelled but does not include a motor assisted cycle;

Natural boundary means the visible high water mark of any lake, river, stream or other body of water as defined by the Land Act (BC);

Natural park feature includes a tree, shrub, herb, flower, grass, turf, or other plant or fungus and all soil, sand, silt, gravel, rock, mineral, wood, fallen timber, or other park resource in a regional park;

Owner of a dog or domestic animal means a person owning, harbouring, or having custody, care and control of a dog or domestic animal or being in possession of a dog or domestic animal;

Park use permit means a written authorization issued in accordance with this bylaw, and includes regional park facility permits and special event permits;

Posted notice means a written notice affixed to a notice board or sign post by the RDCO in a regional park or set out in a brochure, map or RDCO website relating to one or more regional parks;

RDCO means the Regional District of Central Okanagan as described in the Letters Patent or any subsequent amendments;

Regional Park means the parks managed by the Regional District of Central Okanagan as a regional park;

Smoke or **smoking** includes burning a cigarette or cigar, or burning or heating any substance using a pipe, hookah pipe, lighted smoking device or vaporizing device;

Vessel includes canoe, kayak, boat, paddleboard or other craft capable of being used for navigation on water;

Wildlife includes raptors, threatened species, endangered species, game or other species of vertebrates as defined in the *Wildlife Act*.

2. ADMINISTRATION OF BYLAW AND ENFORCEMENT POWERS

- a) Officers, officials, employees and contractors of the RDCO, are exempt from the provisions of this bylaw while carrying out their duties or performing their functions.

- b) When a bylaw officer finds, that a person in a regional park is contravening this bylaw, a park use permit, or authorization from the RDCO respecting use of the park the bylaw officer may require that person to do one or more of the following:
 - i. provide, immediately upon request, that person's correct name, address, and information about their destination, and proposed or actual activities in the regional park;
 - ii. provide within a reasonable time identification verifying that person's correct name and address;
 - iii. provide evidence, where applicable, that the person possesses a current valid license, authorization, or park use permit for the activity;
 - iv. stop contravening the bylaw, the park use permit, license or authorization immediately;
 - v. leave the regional park immediately; or
 - vi. not re-enter the regional park for a period up to 72 hours.
- c) At all reasonable times, a bylaw officer may enter any area, or other facility in a regional park to determine whether a person is in contravention of this bylaw or a park use permit.

3. PARK HOURS

- a) The hours of operation as established by this bylaw are as follows:

January 1 to February 28	6:00 am	6:00 pm
March 1 to May 31	6:00 am	9:00 pm
June 1 to August 31	6:00 am	11:00 pm
September 1 to October 14	6:00 am	9:00 pm
October 15 to December 31	6:00 am	6:00 pm

- b) No person shall enter or be in a regional park which is subject to a closure to the public.

4. PUBLIC CONDUCT

- a) A person must not obstruct a bylaw officer who is performing their duties.
- b) A person must not do any act or suffer or permit any act or thing to be done in contravention of this bylaw.
- c) A person in a regional park must obey all signs and posted notices in a regional park.
- d) A person must not possess or consume liquor in a regional park without legally required permits, including a valid park use permit allowing that activity.
- e) A person must not defecate or urinate in a regional park, except in designated facilities.
- f) A person must not enter into or remain in a regional park except within the hours of operation as outlined in section 3.a) of this bylaw.

- g) Subsection f) does not apply to the following:
 - i. a person who has a license or lease granted by the RDCO for a park purpose;
 - ii. a person who has a valid park use permit that allows entrance to the park;
 - iii. persons or contractors who have to pass through the regional park to reach their residence.
- h) A person must not make or cause any noise or sound, including the playing of portable music devices, musical instruments or acts in a way that in the opinion of a bylaw officer :
 - i. disturbs, or is likely to disturb the peace, enjoyment, or comfort of persons in the vicinity; or
 - ii. disturbs or disrupts or is likely to disturb or disrupt wildlife.
- i) A person must not operate equipment, motor vehicles, or machinery in a regional park that, in the opinion of a bylaw officer:
 - i. disturbs, or is likely to disturb the peace, enjoyment, or comfort of persons in the vicinity; or
 - ii. disturbs or disrupts or is likely to disturb or disrupt wildlife, or
 - iii. disturbs the natural landscape and regional park property.
- j) A person must not interfere with the passage of any person or motor vehicle lawfully using a road or trail in a regional park unless a valid park use permit allows that interference.
- k) A person must not possess, use or ignite any fireworks, including cannon crackers, firecrackers, fireballs, roman candles, mines, skyrockets, squibs, torpedoes or other similar commercial or homemade combustible devices.
- l) A person may only use a CSA/ULC propane fueled cooking device in a regional park. Any other cooking device or open flames are not permitted.
- m) A person must not leave unattended a CSA/ULC propane fueled barbecue, and the barbecue must be kept a minimum of 1 (one) metre away from the nearest structure, property line, tree or other combustible material.
- n) A person must not carry or have in possession while inside a Regional Park, any device used for smoking.
- o) A person shall not smoke in a Regional Park
- p) No person shall act or engage in any disorderly, violent, lewd or sexual or offensive conduct including full and partial nudity, within a regional park.
- q) No person shall use or operate a model, unmanned or remote control aircraft, boat, car, drone or similar device within a regional park unless in compliance with all applicable federal, provincial regulations in addition to obtaining a park use permit as identified within this bylaw.
- r) No person shall create a nuisance by loitering, accosting or harassing park users within a regional park.

- s) No person shall connect to Regional Park's electrical utility system or connect or access any other utility in a regional park without written permission of the RDCO.

5. RESPONSIBILITY FOR ACTION OF MINORS

- a) A parent, guardian, or person in charge of a person 16 years of age or less must not permit them to do anything that this bylaw prohibits.
- b) If an offence is being committed by a person 16 years of age or less, the parent, guardian or person in charge of the person 16 years of age or less must take any control measures the bylaw officer, considers necessary to prevent or stop the contravention of this bylaw.

6. PRESERVATION OF NATURAL FEATURES, WILDLIFE, AND PARK FEATURES

- a) A person must not do any of the following in a Regional Park:
 - i. cut, trim, dig up, excavate, deface, remove, damage, or in any way injure any natural park feature;
 - ii. build or otherwise create or alter any trails;
 - iii. remove, damage, or deface any building, structure, fence, bench, sign, posted notice, road, trail, facility, equipment, material, or thing that belongs to the RDCO;
 - iv. build, place or install any permanent or temporary structures or facilities;
 - v. section 6.a)iv. does not apply to small personal shelters in a regional park during park hours of operation. Such shelters must not be anchored with any form of stake or peg driven into the ground;
 - vi. bring in and leave any dead or living plant material, any dead or living animal or release any animal;
 - vii. molest, disturb, frighten, injure, kill, catch, or trap any wildlife, except for fishing done in accordance with all enactments;
 - viii. feed any wildlife including waterfowl or deposit any substance that wildlife may eat;
 - ix. introduce any contaminant into any part of a regional park including, any body of water, water system, or watercourse.
- b) A person must not deposit any refuse, litter, or other discarded material or thing anywhere in a regional park except in waste receptacles provided by the RDCO.
- c) A person must not:
 - i. dispose of any domestic, commercial, or industrial waste in a regional park;
 - ii. deposit any material into waste receptacles provided by the RDCO for on-site refuse other than waste reasonably generated by that person during their time in the regional park.

- d) A person must not cut down, prune or remove any tree or any part of a tree in a regional park without the written authorization of the RDCO and then only in strict accordance with that authorization.
- e) A person must not travel within a regional park except on a trail marked by RDCO signage or shown on a RDCO park map or brochure or in areas specifically designated by a sign or a posted notice.

7. ANIMALS IN REGIONAL PARKS

- a) No Owner of a dog will cause or permit their dog to be within a regional park designated as 'leashed', unless the dog is kept on a secure leash held by the Owner.
- b) No Owner of a dog shall permit their dog to deposit excrement in a regional park unless the Owner immediately removes the excrement and disposes of it in a sanitary manner.
- c) No Owner of a dog shall permit or allow a dog to enter upon any beach area or to swim in a body of water adjacent to a regional park, except where designated.
- d) No Owner of a dog shall allow a dog to damage park property or vegetation.
- e) No Owner of a dog shall allow a dog to injure, disturb, or molest any person, domestic animal or wildlife.
- f) No Owner of a dog shall allow a dog to enter any area where prohibited by sign or posted notice.
- g) A bylaw officer may require the Owner of a dog or owner of a domestic animal in a regional park to remove it from that regional park if in the opinion of a bylaw officer the dog or domestic animal is:
 - i. potentially aggressive or dangerous;
 - ii. disruptive to other park users;
 - iii. by its actions, demeanor or lack of control by the owner, causing alarm or concern to other park users,;
 - iv. failure to adhere to regional park bylaw.
- i) A person must not ride, walk, or drive a horse on any part of a regional park except on trails or areas designated by signs or posted notice; and
 - i. must be capable of controlling the horse at all times; and
 - ii. must immediately remove horse feces from all trails, 1 (one) metre minimum away from the edge of the trail surface.

8. FIREARMS

- a) A person must not possess or discharge any firearm, fireworks, slingshot, bow, or crossbow in a regional park without a valid park use permit allowing that activity and then, only in accordance with this bylaw.

9. **MOTOR VEHICLES, WATERCRAFT AND CYCLES**

- a) A person must not operate, or permit to be operated, a motor vehicle in a regional park except on public roadways or parking lots.
- b) The motor vehicle and person must be validly licensed, registered and conform to all applicable enactments.
- c) A person may park a motor vehicle in a regional park only in designated parking lots and along public roadways not marked as "No Parking" areas.
- d) A person requiring vehicle access to a regional park outside of designated areas must have a valid park use permit or a valid parking permit to be in a regional park with a vehicle.
- e) A motor vehicle may be removed at the expense of the owner if it is:
 - i. parked in areas prohibited by a sign or posted notice; or
 - ii. left unattended after the closing hours of the regional park;
 - iii. not displaying a valid parking or park access permit.
- f) A person must not park a motor vehicle in an area, lot, or stall in a regional park designated as disabled parking, or service or emergency vehicle parking, except in accordance with a valid park use permit or a valid parking permit for persons with disabilities, or unless the vehicle being parked is a regional park service vehicle or an emergency vehicle.
- g) Unless otherwise posted, no person shall drive any vehicle at a speed greater than 15km/h in a regional park
- h) For public safety, convenience or to accommodate a special use, the RDCO may close any park road, trail, or other area in a regional park to public use.
- i) The RDCO may by sign or posted notice limit the speed, weight, size, type, or number of motor vehicles operated in a regional park.
- j) No person shall use a vessel within a designated swimming area in a regional park.
- k) No person, within the immediate vicinity of any designated swimming area, shall endanger or interfere with the free use of the water for bathing or swimming.
- l) No person shall tie or attach a vessel to a swim buoy.
- m) No person shall moor a vessel in a regional park or boat launch area other than in designated mooring areas.
- n) A person may ride a cycle or motor assisted cycle in a regional park only in the following places:
 - i. a public highway or parking lot where not otherwise prohibited by law or a posted notice; or
 - ii. on a trail designated for such use by a sign or a posted notice.

10. **COMMERCIAL SERVICES ACTIVITIES OR DEMONSTRATIONS**

- a) Unless a person has the written authorization from the RDCO or a valid park use permit allowing the activity, they must not:
- i. sell, barter, or display for sale any goods, services, or materials, including food and refreshments in a regional park;
 - ii. conduct any business or commercial activity, whether paid for in advance of, during, or after the activity;
 - iii. encourage any person to use a regional park for any activity related to a business or commercial enterprise, whether or not the business or commercial aspect of the activity is carried out within the regional park;
 - iv. install, post, deliver, paint, publish, or distribute any notice, advertisement, sign, placard, or handbill of any kind in a regional park; or
 - v. operate or station in a regional park any commercial vehicle or any motor vehicle that displays advertising or equipped with a public address system for the sole purpose of advertising, promoting, demonstrating, or
- b) Subsection 10a)iv. does not apply to:
- i. reasonable expressions of opinions on political, social or other matters provided that the notices, signs, placards or handbills:
 - do not exceed 1 square metre in size and are removed prior to sunset;
 - are not displayed in the park on more than one day in each month;
 - are not repetitions of the content of opinions expressed by the same person within the previous month.

11. **PARK USE AND SPECIAL EVENT PERMITS**

- a) The RDCO may issue park use permit(s) to person(s) or organization(s) which authorize:
- i. the use or the exclusive specific use of a regional park or portion of a regional park under the terms and conditions set out in such park use permit;
 - ii. the construction, building or erection of tents or other structures or facilities under the terms and conditions set out in such park use permit;
 - iii. the conducting of procession marches, drills, performances, ceremonies, concerts or other special events under the terms and conditions set out in such park use permit(s) for any one day period;
 - iv. the selling of refreshments, articles, merchandise, or the conducting of business in accordance with the adopted policies of the Board.
- b) The permit holder must be able to produce the park use permit during the event for inspection.
- c) The person obtaining the park use permit must pay a fee established under the designated bylaw for fees and charges.

- d) A park use permit may be amended, suspended, or revoked for any one of the following reasons:
 - i. for any violation of the terms and conditions of the park use permit;
 - ii. where the applicant for the permit made a material misrepresentation regarding the special use; or
 - iii. where the park use permit holder or a person participating in the special use contravenes a provision of this bylaw.
- e) The RDCO may refuse to issue a park use permit to any person who has, contravened any previous park use permit or contravened this bylaw or any other enactment related to the use of a regional park.
- f) The holder of a park use permit is solely responsible for the conduct of the special use event, activity, or thing the park use permit authorizes.
- g) A person must not breach a condition of a park use permit.
- h) Except where a person has a park use permit, or other valid written authorization from the RDCO, any equipment, materials, or any vessel parked or moored contrary to the provisions of this bylaw, may be removed and the cost of such removal may be charged to either the owner or person who placed the equipment, materials or vessel within the regional park. The RDCO may cause signs to be erected in regional parks that identify additional regulations, prohibits or requirements consistent with the intent of this bylaw.
- i) The RDCO may issue a park use permit(s) to a First Nation respecting the First Nation:
 - i. carrying out activities necessary for the exercise of Indigenous rights, and;
 - ii. having access for and preservation of social, ceremonial and cultural purposes to the land.

12. PENALTIES

A person who contravenes any provision of this bylaw or who suffers or permits any act or thing to be done in contravention of any of the provisions of this bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of the bylaw, is guilty of an offence under this bylaw and liable to a penalty of not less than Fifty Dollars (\$50.00) and not more than Two Thousand Dollars (\$2,000.00) for each offence.

13. SEVERABILITY

If a section, subsection, clause or phrase of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the bylaw.

14. REPEAL

"Regional District of Central Okanagan Regional Parks Regulation Bylaw No. 1105, 2005", as amended, is repealed.

15. **CITATION**

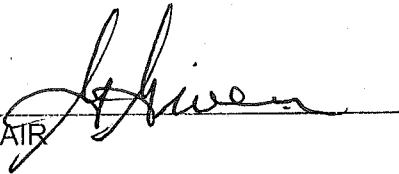
This bylaw may be cited as "Regional District of Central Okanagan Regional Parks Regulation Bylaw No. 1427, 2018".

READ A FIRST TIME THIS 10th DAY OF December 2018

READ A SECOND TIME THIS 10th DAY OF December 2018

READ A THIRD TIME THIS 10th DAY OF December 2018

ADOPTED THIS 10th DAY OF December 2018




CHAIR



DIRECTOR OF CORPORATE SERVICES

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 1427 cited as the "Regional District of Central Okanagan Regional Parks Regulation Bylaw No. 1427, 2018" as read a third time and adopted by the Regional Board on the 10th day of December 2018.

Dated at Kelowna, B.C.
this 10th day of December 2018



DIRECTOR OF CORPORATE SERVICES